



1 under the laws of the United States. See Mims v. Arrow Fin. Services, LLC, 132 S. Ct. 740,  
2 747, 181 L. Ed. 2d 881 (2012) (confirming that 28 U.S.C. § 1331 grants the United States  
3 district courts federal-question subject-matter jurisdiction to hear private civil suits under the  
4 TCPA).

5 3. This Court has supplemental jurisdiction over Plaintiff's related state law claims,  
6 pursuant to 28 U.S.C. § 1367.

7 4. Defendant's headquarters are based in the State of New Jersey.

8 5. Accordingly, this Court has personal jurisdiction over Defendant in this matter.

9 6. Furthermore, venue is proper under 28 U.S.C. § 1391(b)(1).

10 **PARTIES**

11 7. Ms. Schuchmann is a natural person residing in Williamsburg, Ohio.

12 8. Plaintiff is a "person" as that term is defined by 47 U.S.C. § 153(39).

13 9. Sunsea Energy is a corporation that has its principal place of business, head  
14 office, or otherwise valid mailing address at 1930 Marlton Pike East, Suite N73, Cherry Hill,  
15 New Jersey 08003.

16 10. Defendant is a "person" as that term is defined by 47 U.S.C. § 153(39).

17 11. Defendant acted through its agents, employees, officers, members, directors,  
18 heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.  
19

20 **FACTUAL ALLEGATIONS**

21 12. At all times relevant hereto, Plaintiff maintained a cellular telephone, the number  
22 for which was (513) XXX-8235.

23 13. At all times relevant hereto, Plaintiff primarily used that cell phone for personal  
24 purposes.  
25

1           14.     Ms. Schuchmann registered that cell phone number on the Do Not Call Registry  
2 on or around October 27, 2003.

3           15.     Plaintiff registered that cell phone number on the Do Not Call list in order to  
4 obtain solitude from unwanted telemarketing and solicitation calls.

5           16.     Beginning on or around October 22, 2020, Defendant began calling Plaintiff on  
6 her cellular telephone to sell Plaintiff their energy plan.

7           17.     Prior to receiving the calls from Defendant, Plaintiff never sought information  
8 about energy plans.

9           18.     Plaintiff did not consent to being contacted by Defendant.

10          19.     The calls were not made for “emergency purposes,” but rather for telemarketing  
11 purposes.

12          20.     Despite registration on the Do Not Call Registry, Defendant placed calls to  
13 Plaintiff on numerous occasions attempting to get Plaintiff to change her energy plan to that of  
14 Defendant’s purported energy plan, in which Plaintiff had no interest.

15          21.     In total, Defendant placed at least 25 calls to Plaintiff.

16          22.     Most if not all of those calls began with a pre-recorded message advising that  
17 Plaintiff was paying “too much” for her electric bill.

18          23.     An inexhaustive list of those solicitation calls from Defendant to Plaintiff’s cell  
19 phone follows below:  
20

21

<b>Date and time:</b>	<b>Caller ID:</b>
October 22, 2010 at 2:18 PM	513-559-3036
October 22, 2020 at 2:47 PM	514-516-8414
October 22, 2020 at 2:48 PM	515-908-6630
October 22, 2020 at 7:03 PM	513-509-7908
October 22, 2020 at 7:12 PM	513-509-6986
October 22, 2020 at 7:24 PM	519-377-6160

22  
23  
24  
25

October 22, 2020 at 7:25 PM	519-924-7943
October 22, 2020 at 7:25 PM	517-548-6042
October 22, 2020 at 7:25 PM	518-153-5261
October 22, 2020 at 7:26 PM	519-209-4013
October 22, 2020 at 7:27 PM	513-509-7270
October 22, 2020 at 8:20 PM	513-509-7216
October 22, 2020 at 8:20 PM	513-509-7966
October 22, 2020 at 8:21 PM	513-509-8003
October 22, 2020 at 8:23 PM	513-509-7697
October 22, 2020 at 8:26 PM	518-922-2152
January 11, 2021 at 1:59 PM	513-728-1602
January 11, 2021 at 2:06 PM	513-595-9982
January 11, 2021 at 2:15 PM	513-371-2958
January 11, 2021 at 2:15 PM	513-737-0427
January 12, 2021 at 9:22 am	513-916-4748
January 12, 2021 at 10:54 am	513-894-2013
January 12, 2021 at 11:13 am	513-548-5772
January 13, 2021 at 9:48 am	513-484-8458
January 14, 2021 at 6:58 pm	513-421-4275

24. Upon information and belief, Plaintiff received additional calls from Defendant not included in the above.

25. In an effort to confirm the identity of the party making the harassing calls, Plaintiff asked caller to identify which company they were calling from, and the caller identified Sunsea Energy.

26. During one call on October 22, 2020, Plaintiff pressed the corresponding button to be removed from Defendant's call list. Nonetheless, the telemarketing calls from Defendant continued.

27. Defendant called Plaintiff over 10 times on October 22, 2020, as Plaintiff kept hanging up and she would immediately get a call back from a different, spoofed number.

28. Furthermore, Defendant solicited to Plaintiff at her Ohio area-code phone number seeking to supply energy to an Ohio-based consumer, despite failing to register with the Ohio

Office of the Attorney General as a telephone solicitor. See  
<https://www.ohioattorneygeneral.gov/Business/Telephone-Solicitors>.

29. As a result of the foregoing, Plaintiff experienced frustration, annoyance, irritation and a sense that her privacy had been invaded by Defendant.

**COUNT I**  
**DEFENDANT VIOLATED THE TCPA 47 U.S.C. §227(b)**

30. Plaintiff incorporates the foregoing paragraphs as though the same were set forth herein.

31. The TCPA prohibits placing calls using an automatically generated or prerecorded voice to a cellular telephone except where the caller has the prior express consent of the called party to make such calls or where the call is made for emergency purposes. 47 U.S.C. § 227(b)(1)(A)(iii).

32. Most, if not all calls, began with a pre-recorded message about Defendant's purported competitive energy rates and how much money the consumer can save.

33. Defendant's calls were not made for "emergency purposes."

34. Defendant's calls to Plaintiff's cellular telephone were without any prior express consent.

35. Defendant contacted Plaintiff despite the fact that Plaintiff's number has been on the Do Not Call Registry since 2003.

36. Defendant's acts as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for Plaintiff's rights under the law.

37. The acts and/or omissions of Defendant were done unfairly, unlawfully, intentionally, deceptively and fraudulently and absent bona fide error, lawful right, legal defense, legal justification or legal excuse.



**COUNT III**

**Defendant Violated Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01 *et seq*  
and Ohio Admin. Code 109:4-3-11**

45. Plaintiff incorporates the forgoing paragraphs as though the same were set forth at length herein.

46. Defendant is a “supplier” as defined by the Ohio Consumer Sales Practices Act.

47. Plaintiff is a “consumer” or “person” protected by the Ohio Consumer Sales Practices Act.

48. Ohio Admin. Code 109:4-3-11(A)(1) renders it a deceptive act for a “supplier” to a sale without clearly, affirmatively, and expressly revealing at the time the supplier initially contacts the consumer or prospective consumer, and before making any other statement, asking any question, or entering the residence of the consumer or prospective consumer, that the purpose of the contact is to effect a sale, stating in general terms the goods or services the supplier has to offer.

49. Defendant violated that provision by placing calls to plaintiff offering a reduction in energy bill without disclosing the company and that the call is made for the purpose of soliciting business.

50. As a result of the above violations of the Ohio Consumer Sales Practices Act, Plaintiff has suffered the losses and damages as set forth above entitling Plaintiff to an award of statutory, actual damages and attorneys’ fees and costs.

**COUNT IV**

**Defendant Violated the Ohio Telephone Solicitation Act  
Ohio Rev. Code Ann. § 4719.02(A)**

51. Plaintiff incorporates the forgoing paragraphs as though the same were set forth at length herein.

1           52. Ohio Rev. Code Ann. § 4719.02(A) provides “No person shall act as a telephone  
2 solicitor without first having obtained a certificate of registration or registration renewal from the  
3 attorney general under section 4719.03 of the Revised Code.”

4           53. Defendant violated that provision by placing solicitation calls without being  
5 registered with the Ohio Attorney General.

6           54. As a result of the above violations of the Ohio Telephone Solicitation Act,  
7 Plaintiff is entitled to Plaintiff to an award of statutory, actual damages and attorneys’ fees and  
8 costs.

9  
10  
11           **Wherefore, Plaintiff, Wendy Schuchmann, respectfully prays for judgment as follows:**

- 12           a. All actual damages Plaintiff suffered (as provided under 47 U.S.C.  
13           §227(b)(3)(A));
- 14           b. Statutory damages of \$500.00 per violative telephone call (as  
15           provided under 47 U.S.C. § 227(b)(3)(B));
- 16           c. Additional statutory damages of \$500.00 per violative telephone  
17           call (as provided under 47 U.S.C. § 227(c)(5)(B));
- 18           d. Treble damages of \$1,500.00 per violative telephone call (as  
19           provided under 47 U.S.C. § 227(b)(3));
- 20           e. Additional treble damages of \$1,500.00 per violative telephone call  
21           (as provided under 47 U.S.C. § 227(c)(5)(C));
- 22           f. Injunctive relief (as provided under 47 U.S.C. § 227(b)(3) and (c));
- 23           g. Statutory damages of \$200 per unlawful call under the Ohio  
24           Consumer Sales Practices Act and the Ohio Telephone Solicitation  
25           Act; and
- h. Attorneys’ fees and costs as provided by the Ohio Consumer Sales  
          Practices Act; and
- i. Any other relief this Honorable Court deems appropriate.



**DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiff, WENDY SCHUCHMANN, demands a jury trial in this case.

**CERTIFICATION PURSUANT TO L.CIV.R. 11.2**

I hereby certify pursuant to Local Civil Rule 11.2 that this matter in controversy is not subject to any other action pending in any court, arbitration or administrative proceeding.

RESPECTFULLY SUBMITTED,

DATED: August 31, 2022

By: /s/ Jacob U. Ginsburg  
Jacob U. Ginsburg, Esq.  
Kimmel & Silverman, P.C.  
30 East Butler Ave.  
Ambler, PA 19002  
Phone: (215) 540-8888 ext. 104  
Facsimile: (877) 788-2864  
Email: [jginsburg@creditlaw.com](mailto:jginsburg@creditlaw.com)  
Email: [teamkimmel@creditlaw.com](mailto:teamkimmel@creditlaw.com)